



BOARD OF SELECTMEN AGENDA

MONDAY, DECEMBER 19, 2016

SELECTMEN MEETING 7:00 P.M.

SELECTMEN'S CONFERENCE ROOM TOWN OFFICES

The agenda for each meeting closes at 4:30 P.M. on the Wednesday preceding the meeting. Times designated for agenda items are estimated.

BOARD OF SELECTMEN

I. Call to Order– 7:00 P.M.

II. Opening Ceremonies – 7:00 P.M.

A. Moment of Silence/Pledge of Allegiance

III. Communications/Announcements/Liaison Reports – 7:05 P.M.

IV. Citizens Petitions and Presentations – 7:10 P.M.

V. Public Hearing – 7:15 P.M.

A. National Grid – (10 minutes)

The petition modification by National Grid for the purpose of constructing a line of underground electric conduits, including the necessary sustaining and protecting fixtures, from existing pole #1289 under and across Mohawk Road is acceptable as shown on the petition listed below:

Location:	Petition#
Mohawk Road	17836834-2-2 nd Modification

National Grid to install 650+/- fee of 3-3" PVC duct from existing transformer 2 through proposed pull box 2, then to extend to transformer 3 via 3 3" conduits. Also, to install 175+/- feet of 1-3" PVC duct from existing transformer 2 to existing hand hole 1289.

VI. Continued Public Hearing – 7:25 P.M.

A. National Grid – (10 minutes)

The petition of National Grid for the purpose of constructing a line of underground electric conduits, including the necessary sustaining and protecting fixtures, under and across the public ways located on Forest Hill Drive is acceptable as shown on the petition listed below to install 1 sole owned 45 foot pole and guy anchor on the west side of Forest Hill Drive, approximately 60 feet north of the intersection with Cross Street. Install approximately 7,000 feet of trench and conduit work on Forest Hill Drive, Sugarbush Lane, Mulberry Circle, Pepperidge Circle, Sandalwood Lane, and Briarwood Circle, between the new pole, the existing transformers' (2) new heavy handholes, 11 new primary pull boxes and pole 8037 on Forest Hill Drive. Location approximately as shown on plan below:

Location:	Plan
Forest Hill Drive	14689264

Prior to construction, the petitioner must obtain a street opening permit from the engineering department of Municipal Services.

VII. Regular Business of the Board – 7:35 P.M.

A. Balmoral Dam Grant Agreement Amendment (5 minutes)

Board of Selectmen to accept additional grant funds for the removal of the Balmoral Dam and authorize the Town Manager to sign the amended Grant Agreement

B. Introduce New Customer Service Program – (5 minutes)

Town Manager and Deputy Town Manager will introduce the New Customer Service Program.

C. FY2018 – FY2022 Capital Improvement Program – (15 minutes)

Board to consider to vote to accept the Town of Andover's FY2018 – FY2022 CIP.

D. Central Transportation and Radio Dispatch Inc. – (5 minutes)

Harold J. Reynoso and Genesis J. Hernandez, of Central Transportation and Radio Dispatch Inc., 63 Park Street, Unit 17C, Andover, are requesting permission to operate a Vehicle for Hire business at 63 Park Street, Unit 17C, with 20 vehicles.

The license has been reviewed and approved by the Police Department and would be effective from the date of approval through April 30, 2017.

E. Special Municipal Employee Designations – (5 minutes)

Town Clerk is requesting for the Board to consider designating the members of the Poet Laureate Council and/or the Poet Laureate as a Special Municipal Employees.

F. Rule and Regulation for Consultant Fees – (10 minutes)

Board to consider and vote to adopt the proposed Rule and Regulation for Consultant Fees.

F. Amendments to Traffic Rules and Regulations - (5 minutes)

Board to discuss to vote on the following changes to the Traffic Rules and Regulations as proposed by the Police Department's Safety Officer:

Request 1

Schedule 1, Article 5, Section 2, Parking

- No Parking here to crosswalk – at 89 Main Street (Dunkin Donuts)
 - Main Street, West, 89 Main, a distance of 20 feet, no parking here to crosswalk

VIII. Consent Agenda –8:20 P.M.

A. APPOINTMENTS – (Town Manager)

That the following appointments by the Town Manager be approved:

NAME:	POSITION:	RATE:	DOH:
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Department of Community Services

Sophia Boyd	Kids Corner Assistant	\$9.00/hr.	12/5/16
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Youth Services

Mark Hathaway	AYS Supervisor 5	\$15.00/hr.	12/5/16
Ethan Goldberg	AYS Counselor 1	\$9.00/hr.	12/5/16

Elder Services

Mary Gehrick	Adult Social Daycare Assistant (per Diem)	\$16.78/hr.	11/21/16
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Municipal Services

Arthur Fleming (C. Paul)	Security Systems Tech. (w10-4-1)	\$65,639	1/29/17
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Ballardvale Historic District Commission – 3 year term

Remi Machet from Alternate Member to Regular Member
(M. Mitton)

Matthew Pimentel – Alternate Member

- IX. Approval of Minutes from Previous Board of Selectmen Meetings – 8:25 P.M
November 28, 2016 (Regular Meeting) and December 12, 2016 (Regular Meeting)

- X. Adjournment– 8:30 P.M.

If any member of the public wishing to attend this meeting seeks special accommodations in accordance with the Americans with Disabilities Act, please contact Wendy Adams at 978-623-8210 or wadams@andoverma.gov in the Town Manager's Office.

TOWN OF ANDOVER, MASSACHUSETTS

R. Marc Fournier
Deputy Director DPW/Highway
Superintendent



TELEPHONE
(978) 6238700

FAX
(978) 6238799

DEPARTMENT OF MUNICIPAL SERVICES

WATER TREATMENT PLANT
397 LOWELL STREET 01810 -4416

TO: Lawrence Murphy, Town Clerk

FROM: R. Marc Fournier, DPW Deputy Director/Highway Superintendent

DATE: November 29, 2016

SUBJECT: National Grid

The petition modification by National Grid for the purposes of constructing a line of underground electric conduits, including the necessary sustaining and protecting fixtures, from existing pole #1289 under and across Mohawk Road is acceptable as shown on the petition listed below:

Location
Mohawk Road

Petition #
17836834-2-2nd Modification

Prior to construction, a street opening permit must be obtained from the Department of Public Works.

RMF/ahm

A handwritten signature in blue ink, appearing to read "R. Marc Fournier", is written over the printed name.

cc: Brian Moore, Town Engineer
David Dargie, Construction Inspector



TOWN OF ANDOVER

Town Clerk's Office

36 Bartlet Street
Andover, MA 01810
978-623-8255
townclerk@andoverma.gov

NOTICE

You are hereby notified that a Public Hearing will be held by the Andover Board of Selectmen, on Monday, December 19, 2016 in the 3rd Floor Conference Room, 36 Bartlet Street, at 7 p.m.

This hearing is being held on the petition of National Grid requesting permission to excavate the public highways and to run and maintain underground electric conduits, together with such sustaining and protecting fixtures as it may find necessary for the transmission of electricity, said underground conduits to be located substantially in accordance with the plan filed herewith marked – **Mohawk Road, Andover, MA.**

#17836834-2 Mohawk Road – National Grid to install 650 +/- feet of 3-3" PVC duct from existing transformer 2 through proposed pullbox 1, to pullbox 2, then to extend to transformer 3 via 3 3" conduits. Also, to install 175 +/- feet of 1-3" PVC duct from existing transformer 2 to existing hand hole 1289. Location approximately as shown on plan attached.

Plan(s) of the proposed work can be found on the Town of Andover web site at www.andoverma.gov in the Open Meeting Calendar by searching under the public hearing date.

Should you have any major concerns about this proposal, please call Matt Eustis at National Grid, (781) 907-5983, prior to the above-mentioned Selectmen's meeting date. Representatives from the utility company will be available at 6:45 P.M. on the above date to answer any other questions you may have relating to the proposed work.

By order of the
Board of Selectmen

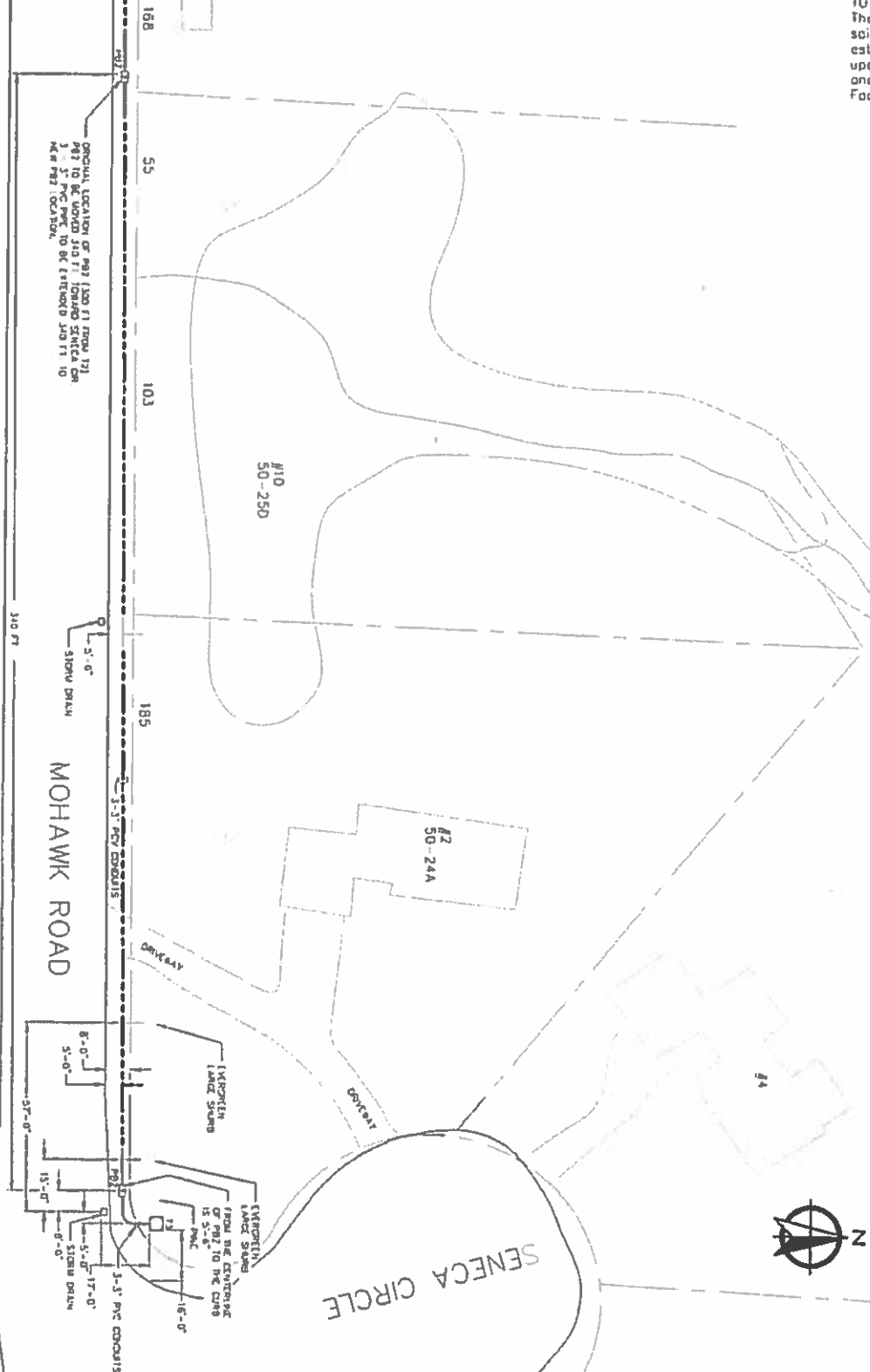
Lawrence J. Murphy
Town Clerk

Plan No.: 17836834-2
Date: December 9, 2016

NEWER SITES
10/17/16

MATCH LINE SHEET 2

EXHIBIT 'A' NOT TO SCALE
The exact location of said facilities to be established by and upon the installation and erection of the facilities thereof



LEGEND

- SINGLE PHASE TRANSFORMER
- 3 PHASE PULL BOX
- PVC CONDUIT
- STORM DRAIN

MOHAWK ROAD
PETITION

MOHAWK RD
SHEET 1 OF 2

ANDOVER MA.

Date: 9/22/2016

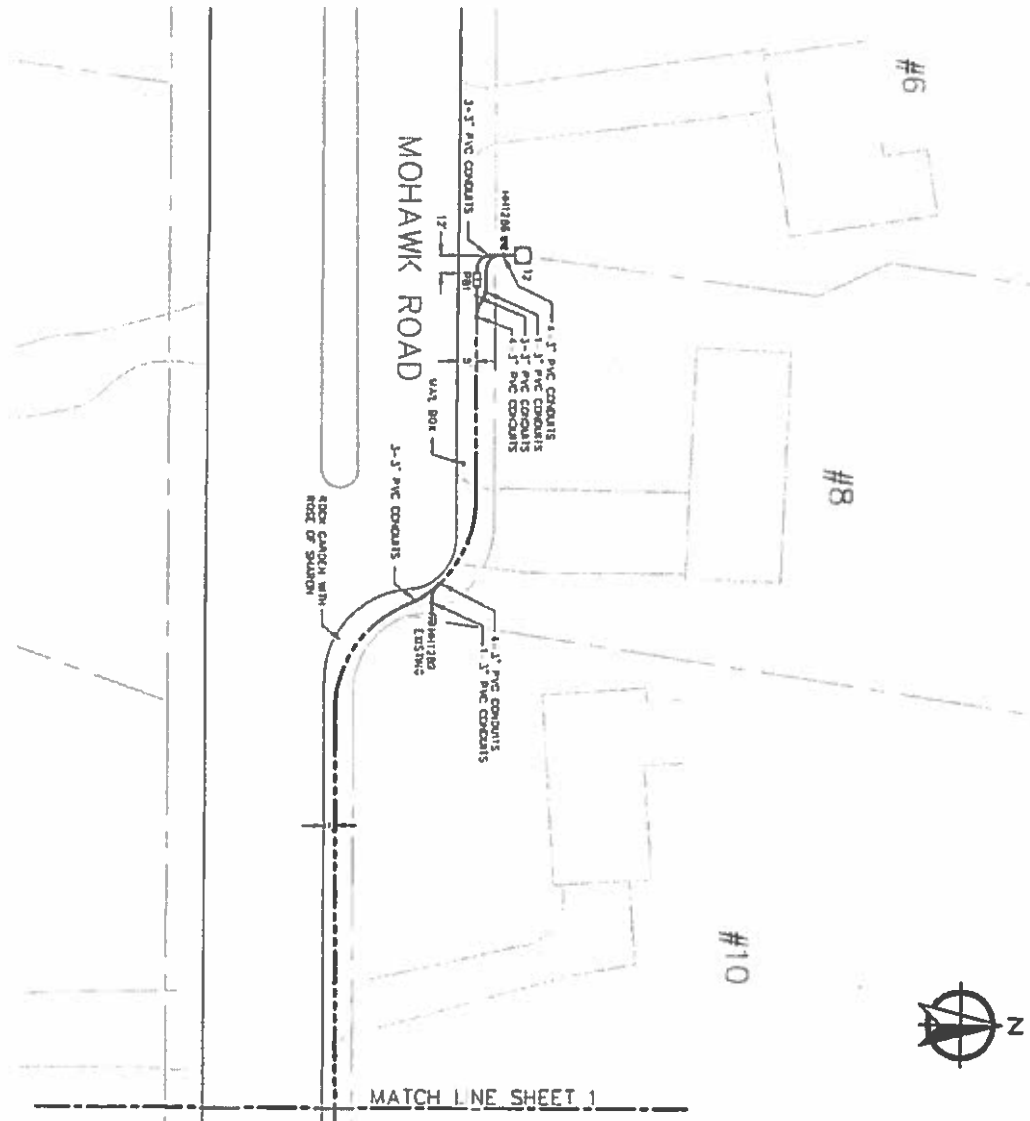
Designer: M. EUSTIS

WR NO. 17836834

nationalgrid

Newer Skated 10/17/16

EXHIBIT 'A' NOT TO SCALE
The exact location of said facilities to be established by and upon the installation and erection of the facilities thereof



LEGEND

- SINGLE PHASE TRANSFORMER
- 3 PHASE PULL BOX
- PVC CONDUIT
- HANDHOLE

MOHAWK ROAD
PETITION

MOHAWK RD
SHEET 2 OF 2

ANDOVER MA.

Date: 9/22/2015
Designer: M. EUSTIS
WR NO. 17836834

nationalgrid

Questions contact Chris Wellington -978 360-6460

Petition of the NATIONAL GRID
OF NORTH ANDOVER, MASSACHUSETTS
For Electric conduit Location:

RECEIVED
TOWN CLERK'S OFFICE
REVISION

2016 NOV 23 A 9:03

TOWN OF ANDOVER, MASS

To the Board of Selectmen of Andover Massachusetts

Respectfully represents the NATIONAL GRID of North Andover, Massachusetts, that it desires to construct a line of underground electric conduits, including the necessary sustaining and protecting fixtures, under and across the public way or ways hereinafter named.

Wherefore it prays that after due notice and hearing as provided by law, it be granted permission to excavate the public highways and to run and maintain underground electric conduits, together with such sustaining and protecting fixtures as it may find necessary for the transmission of electricity, said underground conduits to be located substantially in accordance with the plan filed herewith marked – Mohawk Road- Andover Massachusetts

The following are the streets and highways referred to:

17836834-2 Mohawk Road- National Grid to install 650 +/- feet of 3-3" PVC duct from existing transformer 2 through proposed pullbox 1, to pullbox 2, then to extend to transformer 3 via 3 3" conduits. Also, to install 175 +/- feet of 1-3" PVC duct from existing transformer 2 to existing hand hole 1289.

Location approximately as shown on plan attached

NATIONAL GRID
BY Chris Radue
Engineering Department

Dated: November 22, 2016

ORDERED:

Notice having been given and public hearing held, as provided by law, that the NATIONAL GRID be and it is hereby granted permission to excavate the public highways and to run and maintain underground electric conduits, together with such sustaining and protecting fixtures as said company may deem necessary, in the public way or ways hereinafter referred to, and to make the necessary house connections along said extensions, as requested in petition with said company dated the 27th day of October 2015 .

Said underground electric conduits shall be located substantially in accordance with the plan filed herewith marked –Mohawk Road- Andover Massachusetts 17836834 -2

The following are the public ways or part of ways along which the underground electric conduits above referred to may be laid:

17836834-2 Mohawk Road- National Grid to install 650 +/- feet of 3-3" PVC duct from existing transformer 2 through proposed pullbox 1, to pullbox 2, then to extend to transformer 3 via 3 3" conduits. Also, to install 175 +/- feet of 1-3" PVC duct from existing transformer 2 to existing hand hole 1289.

I hereby certify that the foregoing order was adopted at a meeting of the
.....
....., held on the day of, 20

....., 20

Received and entered in the records of location orders of the City/Town of
Book Page

Attest:
.....

..... hereby certify that on20....., at o'clock,M
at, a public hearing was held on the petition of
NATIONAL GRID for permission to construct the underground electric conduits described in the
order herewith recorded, and that I mailed at least seven days before said hearing a written notice
of the time and place of said hearing to each of the owners of real estate (as determined by the last
preceding assessment for taxation) along the ways or parts of ways upon which the Company is

permitted to construct the underground electric conduits under said order. And that thereupon said order was duly adopted.

.....

.....

.....

TOWN OF ANDOVER, MASSACHUSETTS

Christopher M. Cronin
Director



TELEPHONE
(978) 6238350

FAX
(978) 6238359

DEPARTMENT OF MUNICIPAL SERVICES

WATER TREATMENT PLANT
397 LOWELL STREET 01810 -4416

TO: Lawrence Murphy, Town Clerk

FROM: Christopher Cronin, Municipal Services Director *CWC*

DATE: November 14, 2016

SUBJECT: National Grid

The petition by National Grid for the purposes of constructing a line of underground electric conduits, including the necessary sustaining and protecting fixtures, under and across the public ways located on Tewksbury Street, Algonquin Ave and Wabanaki Way and Forest Hills Drive is acceptable as shown on the petition listed below:

<u>Location</u>	<u>Plan</u>
Tewksbury Street	18404978
Algonquin Ave and Wabanaki Way	18105103
Forest Hills Drive*	14689264

Prior to construction, a street opening permit must be obtained from the Department of Public Works.

RMF/ahm

cc: Brian Moore, Town Engineer
David Dargie, Construction Inspector



TOWN OF ANDOVER

Town Clerk's Office

36 Bartlet Street
Andover, MA 01810
978-623-8255
townclerk@andoverma.gov

NOTICE

You are hereby notified that a Public Hearing will be held by the Andover Board of Selectmen, on Monday, November 28, 2016 in the 3rd Floor Conference Room, 36 Bartlet Street, at 7 p.m.

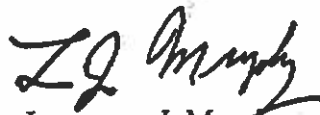
This hearing is being held on the petition of National Grid requesting permission to excavate the public highways and to run and maintain underground electric conduits, together with such sustaining and protecting fixtures as it may find necessary for the transmission of electricity, said underground conduits to be located substantially in accordance with the plan filed herewith marked - Andover, MA. The following are the streets and highways referred to:

Plan # 14689264 – Forest Hills Drive – Install 1 sole owned 45 foot pole and guy anchor on the west side of Forest Hills Drive, approximately 60 feet north of the intersection with Cross Street. Install approximately 7,000 feet of trench and conduit work on Forest Hills Drive, Sugarbush Lane, Mulberry Circle, Pepperidge Circle, Sandalwood Lane, and Briarwood Circle, between the new pole, the existing transformers' (2) new heavy duty handholes, 11 new primary pull boxes and pole 8037 on Forest Hills Drive. Location approximately as shown on plan attached.

Plan(s) of the proposed work can be found on the Town of Andover web site at www.andoverma.gov in the Open Meeting Calendar by searching under the public hearing date.

Should you have any major concerns about this proposal, please call Dan Combes at National Grid, 508-935-1667, prior to the above-mentioned Selectmen's meeting date. Representatives from the utility company will be available at 6:45 P.M. on the above date to answer any other questions you may have relating to the proposed work.

By order of the
Board of Selectmen


Lawrence J. Murphy
Town Clerk

Plan No.: 14689264
Date: November 18, 2016

Questions contact – Dan Combes-508-935-1667

Petition of the NATIONAL GRID
OF NORTH ANDOVER, MASSACHUSETTS
For Electric conduit Location:

To the Board of Selectmen of Andover Massachusetts

Respectfully represents the NATIONAL GRID of North Andover, Massachusetts, that it desires to construct a line of underground electric conduits, including the necessary sustaining and protecting fixtures, under and across the public way or ways hereinafter named.

Wherefore it prays that after due notice and hearing as provided by law, it be granted permission to excavate the public highways and to run and maintain underground electric conduits, together with such sustaining and protecting fixtures as it may find necessary for the transmission of electricity, said underground conduits to be located substantially in accordance with the plan filed herewith marked – Andover Massachusetts

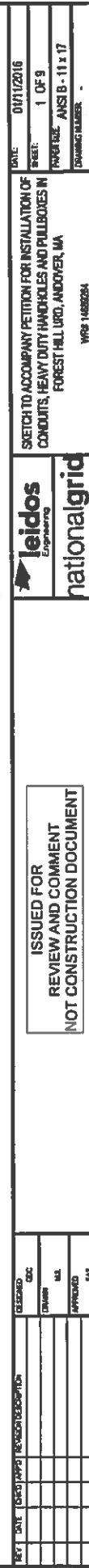
The following are the streets and highways referred to:

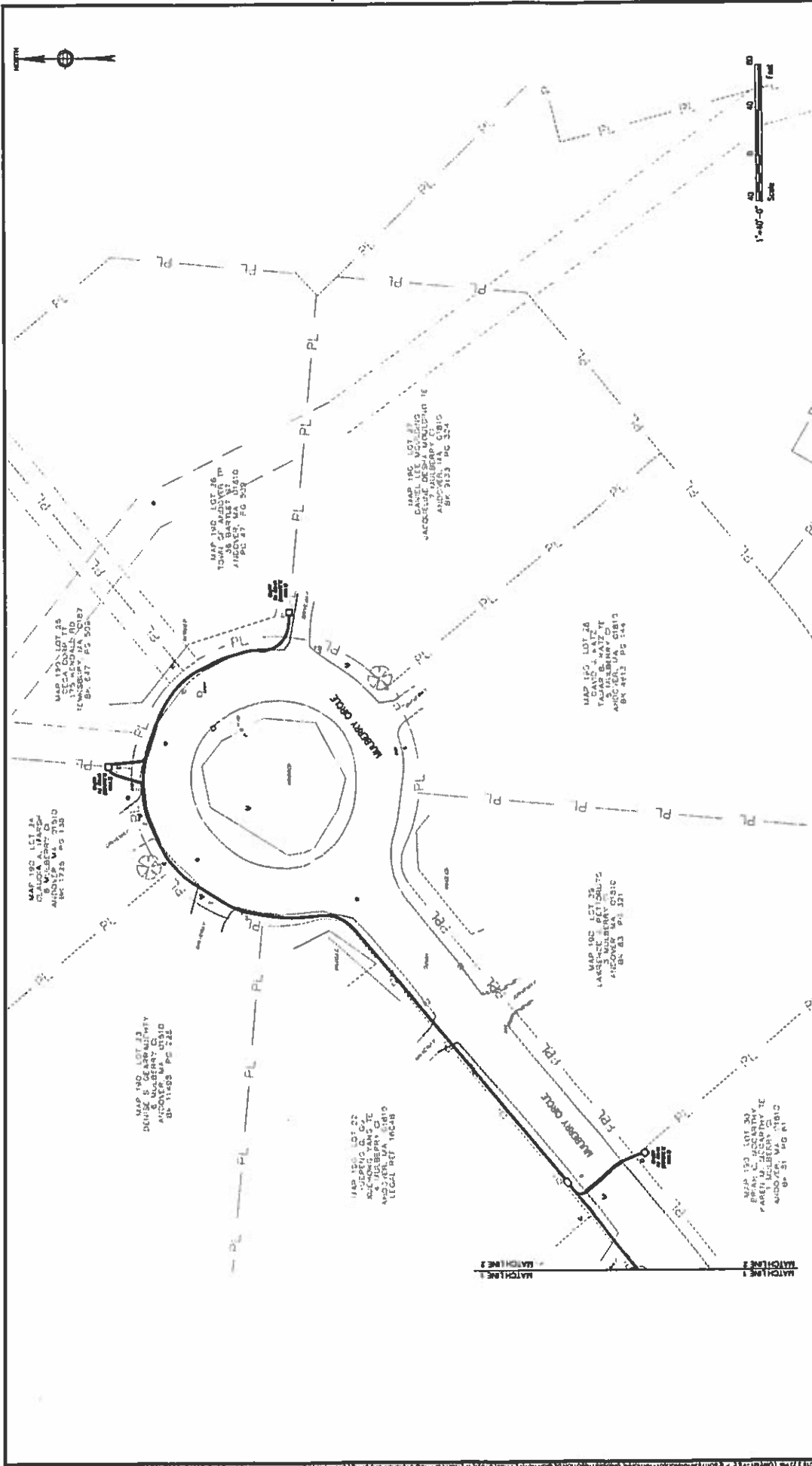
14689264 Forest Hills Drive-National Grid to install 1 Sole owned 45 foot pole and guy anchor on the west side of Forest Hills Drive, approximately 60 feet north of the intersection with Cross St.. Install approximately 7,000 feet of trench and conduit work on Forest Hills Drive, Sugarbush Lane ,Mulberry Circle, Pepperridge Circle, Sandalwood Lane, and Briarwood Circle, between the new pole , the existing transformers', (2) new heavy duty handholes, 11 new primary pull boxes and pole 8037 on Forest Hills Drive.

Location approximately as shown on plan attached

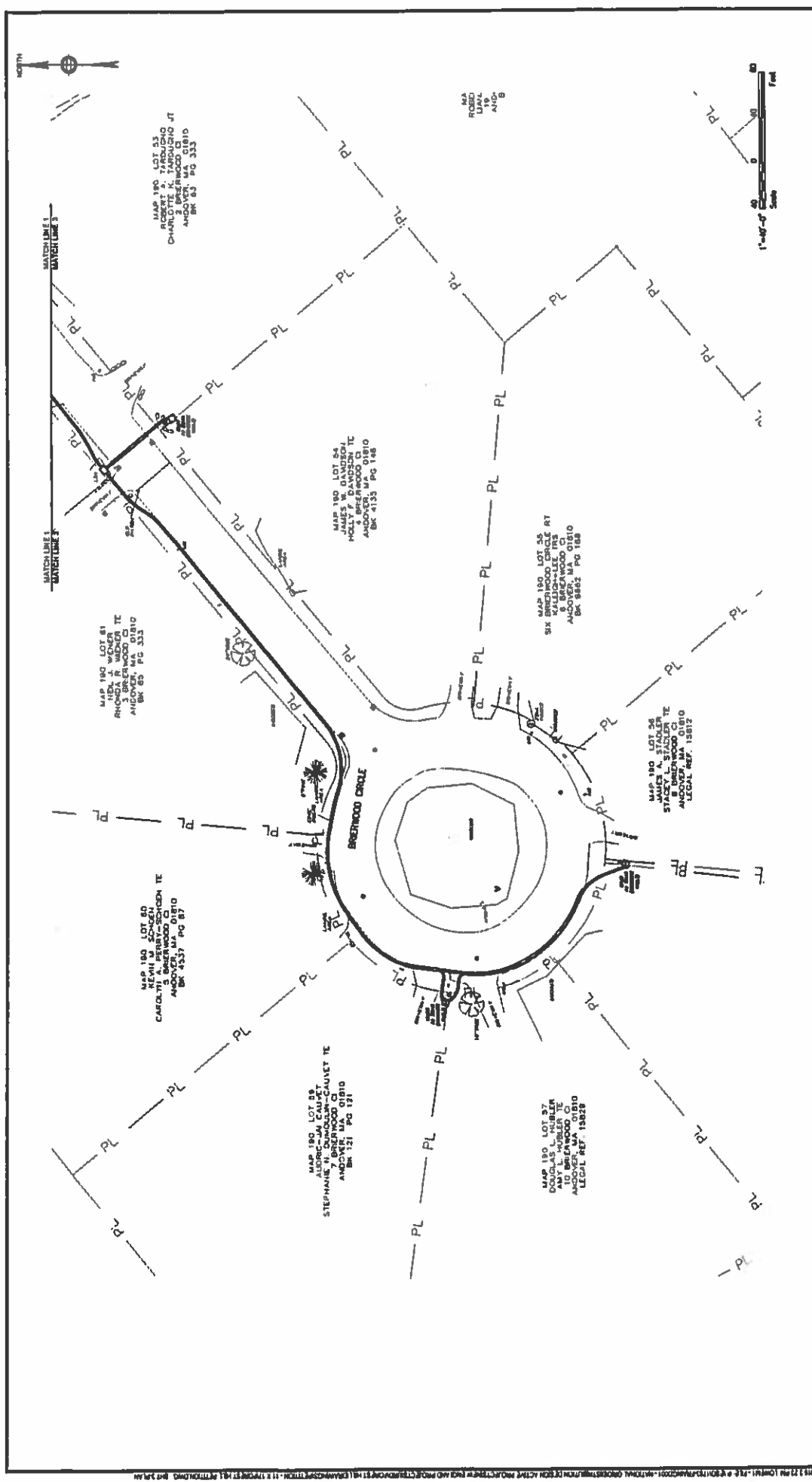
NATIONAL GRID
BY 
Engineering Department

Dated: September 26, 2016

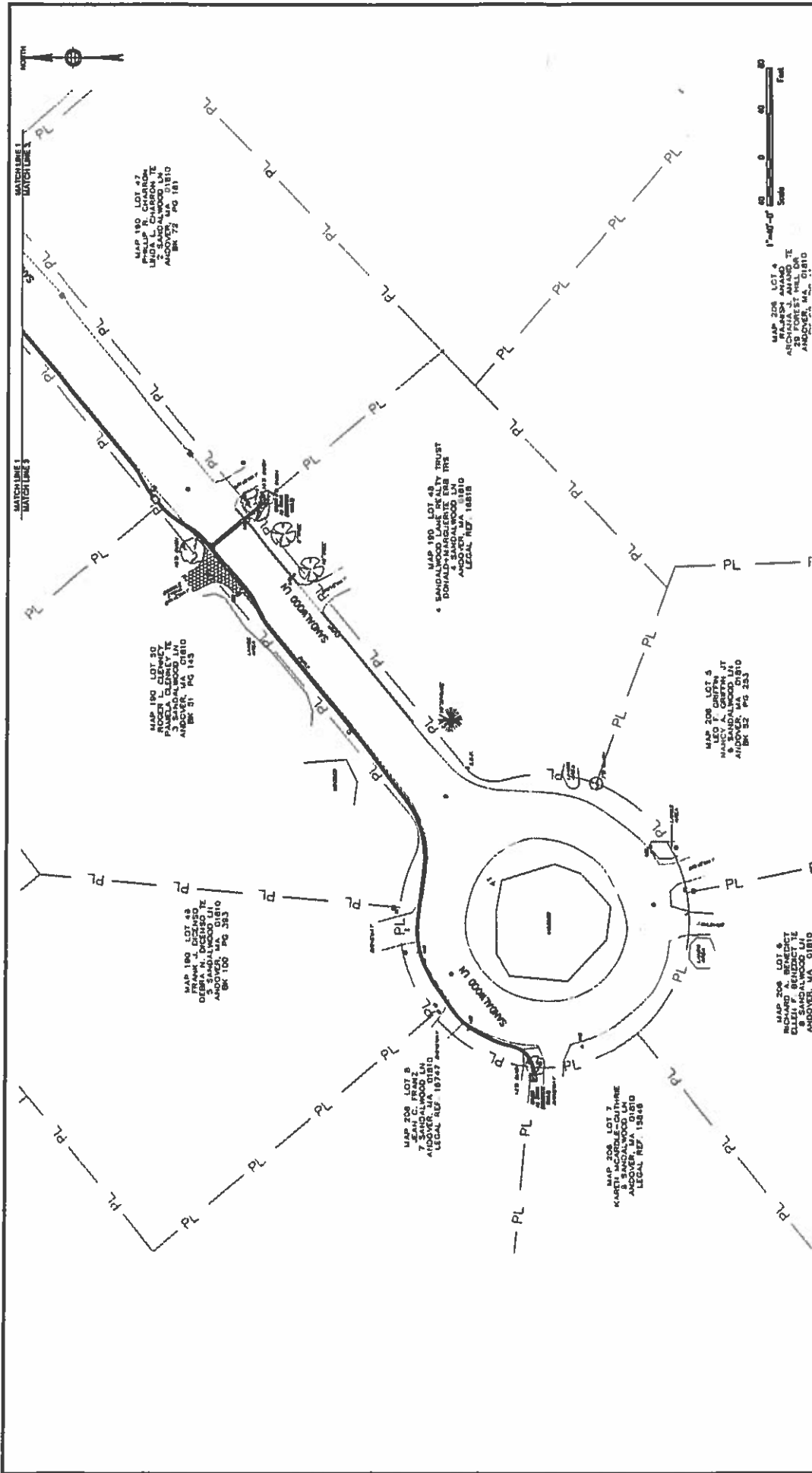




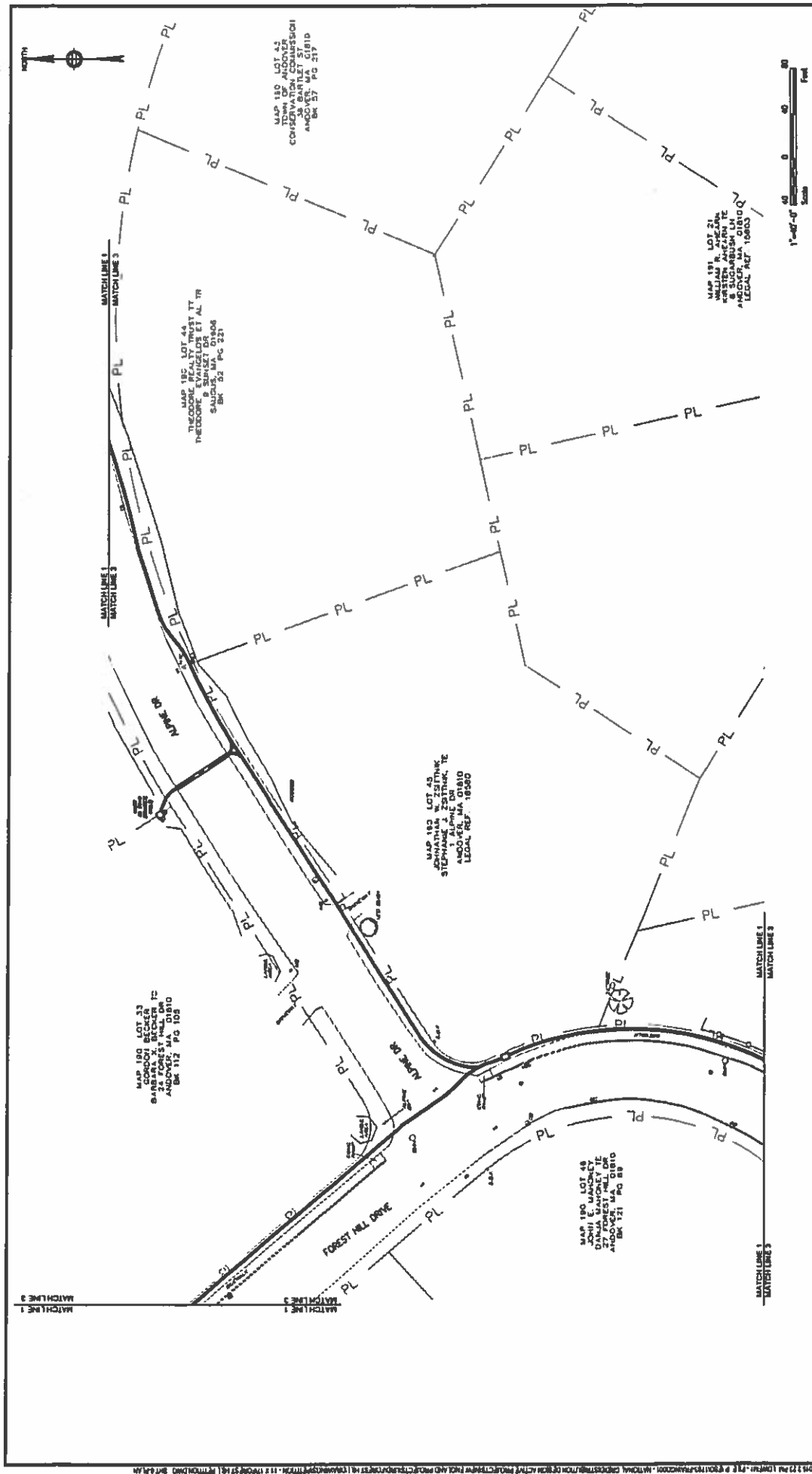
<div> <div>leidos</div> <div>Engineering</div> </div> <div>nationalgrid</div>	<div> <div>DATE</div> <div>01/12/2016</div> </div> <div> <div>SHEET</div> <div>2 OF 9</div> </div> <div> <div>PROJECT</div> <div>SKETCH TO ACCOMPANY PETITION FOR INSTALLATION OF CONDUITS, HEAVY DUTY HANDHOLES AND PULLBOXES IN FOREST HILL URB, ANDOVER, MA</div> </div> <div> <div>PROJECT NUMBER</div> <div>WPS-1458264</div> </div>
<div>ISSUED FOR</div> <div>REVIEW AND COMMENT</div> <div>NOT CONSTRUCTION DOCUMENT</div>	<div> <div>DATE</div> <div>01/12/2016</div> </div> <div> <div>BY</div> <div>OC</div> </div> <div> <div>DATE</div> <div>01/12/2016</div> </div> <div> <div>BY</div> <div>ML</div> </div> <div> <div>DATE</div> <div>01/12/2016</div> </div> <div> <div>BY</div> <div>AS</div> </div>



DATE: 01/11/2016 SHEET: 3 OF 9 PAPER SIZE: ANSI B - 11 x 17 DRAWING NUMBER: WPS 1488254	
SKETCH TO ACCOMPANY PETITION FOR INSTALLATION OF CONDUITS, HEAVY DUTY HANDHOLES AND PULLBOXES IN FOREST HILL URD, ANDOVER, MA	
leidos Engineering nationalgrid	
ISSUED FOR REVIEW AND COMMENT NOT CONSTRUCTION DOCUMENT	
DESIGNED CAC	CHECKED MA
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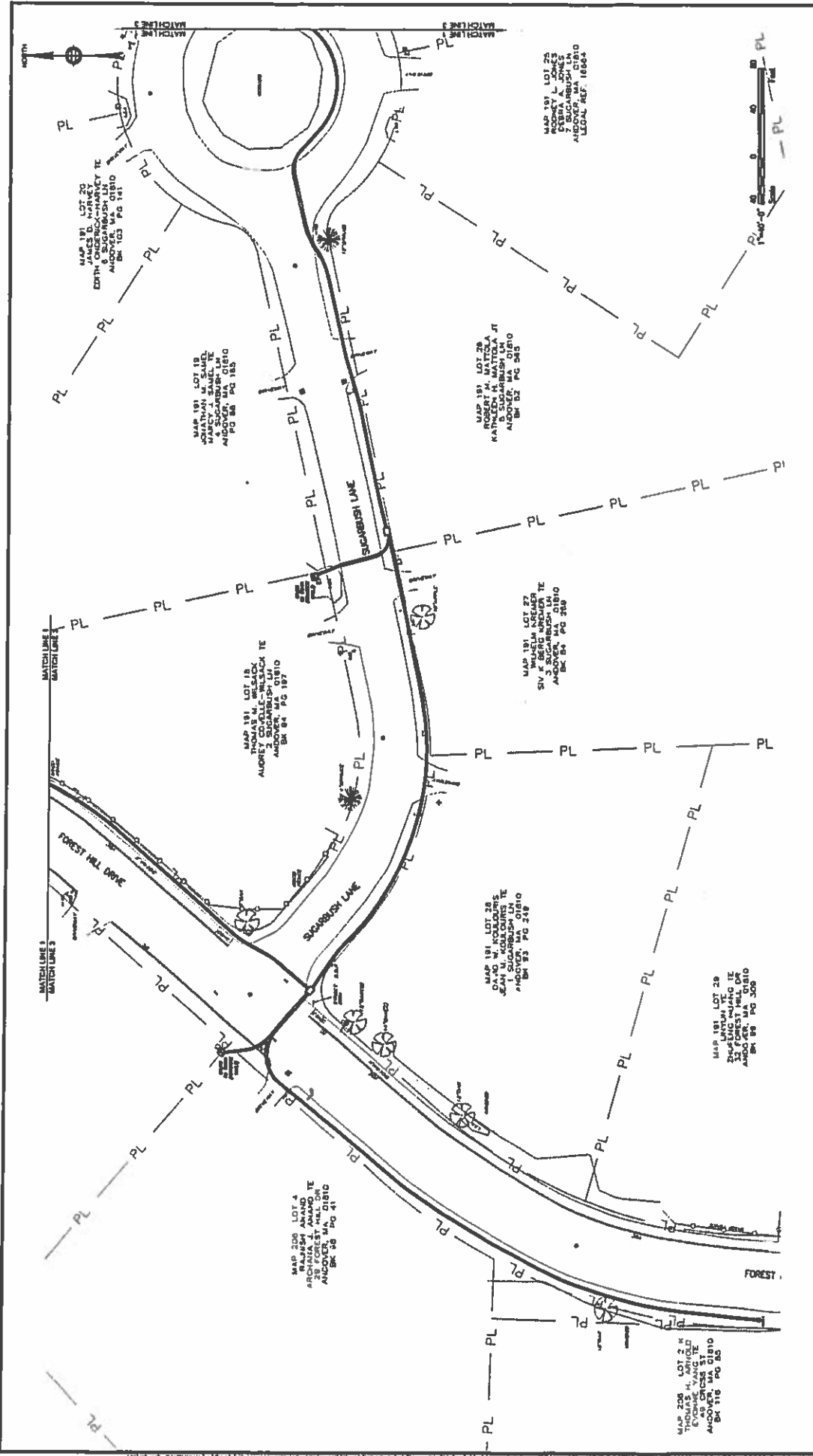


leidos Engineering		nationalgrid	
ISSUED FOR REVIEW AND COMMENT NOT CONSTRUCTION DOCUMENT			
SKETCH TO ACCOMPANY PETITION FOR INSTALLATION OF CONDUITS, HEAVY DUTY HANDHOLES AND PULLBOXES IN FOREST HILL UPO, ANDOVER, MA			
DATE: 01/11/2016		SHEET: 5 OF 9	
DRAWING NUMBER: WPS 1455204		PROJECT NUMBER: ANS B - 11 x 17	



leidos Engineering nationalgrid		ISSUED FOR REVIEW AND COMMENT NOT CONSTRUCTION DOCUMENT		SKETCH TO ACCOMPANY PETITION FOR INSTALLATION OF CONDUITS, HEAVY DUTY HANDHOLES AND PULLBOXES IN FOREST HILL UPO, ANDOVER, MA NOB 1458204	
DATE: 01/11/2018 SHEET: 6 OF 9 PAPER SIZE: ANSI B - 11x17 DRAWING NUMBER:		CHECKED: [] DATE: [] DESIGNED: [] DATE: [] APPROVED: [] DATE: []		DATE: [] CHECKED: [] DATE: [] DESIGNED: [] DATE: [] APPROVED: [] DATE: []	





leidos Engineering		nationalgrid	
SKETCH TO ACCOMPANY PETITION FOR INSTALLATION OF CONDUITS, HEAVY DUTY HANDHOLES AND PULLBOXES IN FOREST HILL URD, ANDOVER, MA			
DATE: 01/11/2016 SHEET: 8 OF 9 PROJECT: ANS B - 11.17 DRAWING NUMBER: WPS 1485284		ISSUED FOR REVIEW AND COMMENT NOT CONSTRUCTION DOCUMENT	
DESIGNED CHKD DRAWN ALL APPROVED SAS	DATE TIME LOCATION PROJECT SHEET DRAWING NUMBER		

Electric

ORDERED:

Notice having been given and public hearing held, as provided by law, that the NATIONAL GRID be and it is hereby granted permission to excavate the public highways and to run and maintain underground electric conduits, together with such sustaining and protecting fixtures as said company may deem necessary, in the public way or ways hereinafter referred to, and to make the necessary house connections along said extensions, as requested in petition with said company dated the 26th day of September 2016.

Said underground electric conduits shall be located substantially in accordance with the plan filed herewith marked -Forest Hills Drive-Andover Massachusetts.

The following are the public ways or part of ways along which the underground electric conduits above referred to may be laid:

14689264 Forest Hills Drive-National Grid to install 1 Sole owned 45 foot pole and guy anchor on the west side of Forest Hills Drive, approximately 60 feet north of the intersection with Cross St.. Install approximately 7,000 feet of trench and conduit work on Forest Hills Drive, Sugarbush Lane, Mulberry Circle, Pepperridge Circle, Sandalwood Lane, and Briarwood Circle, between the new pole, the existing transformers', (2) new heavy duty handholes, 11 new primary pull boxes and pole 8037 on Forest Hills Drive.

I hereby certify that the foregoing order was adopted at a meeting of the
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Attest:

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..... hereby certify that on20....., at o'clock,M
at, a public hearing was held on the petition of
NATIONAL GRID for permission to construct the underground electric conduits described in the
order herewith recorded, and that I mailed at least seven days before said hearing a written notice
of the time and place of said hearing to each of the owners of real estate (as determined by the last
preceding assessment for taxation) along the ways or parts of ways upon which the Company is
permitted to construct the underground electric conduits under said order. And that thereupon said
order was duly adopted.

.....

.....

.....

Town

ORDERED:

Notice having been given and public hearing held, as provided by law, that the NATIONAL GRID be and it is hereby granted permission to excavate the public highways and to run and maintain underground electric conduits, together with such sustaining and protecting fixtures as said company may deem necessary, in the public way or ways hereinafter referred to, and to make the necessary house connections along said extensions, as requested in petition with said company dated the 26th day of September 2016.

Said underground electric conduits shall be located substantially in accordance with the plan filed herewith marked -Forest Hills Drive-Andover Massachusetts

The following are the public ways or part of ways along which the underground electric conduits above referred to may be laid:

14689264 Forest Hills Drive-National Grid to install 1 Sole owned 45 foot pole and guy anchor on the west side of Forest Hills Drive, approximately 60 feet north of the intersection with Cross St.. Install approximately 7,000 feet of trench and conduit work on Forest Hills Drive, Sugarbush Lane, Mulberry Circle, Pepperridge Circle, Sandalwood Lane, and Briarwood Circle, between the new pole, the existing transformers', (2) new heavy duty handholes, 11 new primary pull boxes and pole 8037 on Forest Hills Drive.

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preceding assessment for taxation) along the ways or parts of ways upon which the Company is
permitted to construct the underground electric conduits under said order. And that thereupon said
order was duly adopted.

.....

.....

.....

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under Guidance For Vendors - Forms or www.mass.gov/osc under OSD Forms.

CONTRACTOR LEGAL NAME: Town of Andover (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Div. of Ecological Restoration MMARS Department Code: FWE	
Legal Address: (W-9, W-4, T&C): 36 Bartlet Street Andover, MA 01810		Business Mailing Address: 251 Causeway Street, Suite 400, Boston, MA 02114	
Contract Manager: Ihor Raniuk		Billing Address (if different):	
E-Mail: IRaniuk@andoverma.gov		Contract Manager: Eileen Goldberg, Assistant Director	
Phone: 978-823-8225	Fax:	E-Mail: eileen.goldberg@state.ma.us	
Contractor Vendor Code: VC6000191898		Phone: 617-826-1548	Fax: 617-826-1505
Vendor Code Address ID (e.g. "AD001"): AD_001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): SHAWSHEENBALGRFT1617	
		RFR/Procurement or Other ID Number: RFR # RIV 2008-2	
<p align="center"><u>NEW CONTRACT</u></p> <p>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</p> <p><input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department)</p> <p><input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget)</p> <p><input type="checkbox"/> <u>Department Procurement</u> (includes State or Federal grants <u>815 CMR 2.00</u>) (Attach RFR and Response or other procurement supporting documentation)</p> <p><input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget)</p> <p><input type="checkbox"/> <u>Contract Employee</u> (Attach <u>Employment Status Form</u>, scope, budget)</p> <p><input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)</p>		<p align="center"><u>X CONTRACT AMENDMENT</u></p> <p>Enter Current Contract End Date <u>Prior</u> to Amendment: <u>May 14, 2017</u></p> <p>Enter Amendment Amount: \$ <u>33,702.00</u> (or "no change")</p> <p>AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)</p> <p><input checked="" type="checkbox"/> <u>X Amendment to Scope or Budget</u> (Attach updated scope and budget)</p> <p><input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget)</p> <p><input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget)</p> <p><input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)</p>	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.			
<input checked="" type="checkbox"/> <u>X Commonwealth Terms and Conditions</u> <input type="checkbox"/> <u>Commonwealth Terms and Conditions For Human and Social Services</u>			
<p>COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.</p> <p><input type="checkbox"/> <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)</p> <p><input checked="" type="checkbox"/> <u>X Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ <u>370,728.00</u></p>			
<p>PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <u> </u> % PPD; Payment issued within 15 days <u> </u> % PPD; Payment issued within 20 days <u> </u> % PPD; Payment issued within 30 days <u> </u> % PPD. If PPD percentages are left blank, identify reason: <u> </u> agree to standard 45 day cycle <u> </u> statutory/legal or Ready Payments (<u>G.L. c. 29, § 23A</u>); <input checked="" type="checkbox"/> <u>X only initial payment</u> (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)</p>			
<p>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) The contract amendment adds additional funds to support project oversight and implementation for the Balmoral Dam Removal, Shawshen River Restoration Project, Andover, Massachusetts. The Town of Andover will perform the tasks as specified in Attachment A, as per the compliance provisions in Attachment B and per terms of RFR RIV 2008-2 for the MA Dept. of Fish and Game, Division of Ecological Restoration. Please see Attachment A for the approved Scope and Budget and Attachment B for compliance provision terms.</p>			
<p>ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:</p> <p><input checked="" type="checkbox"/> <u>1. may be incurred as of the Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u>.</p> <p><input type="checkbox"/> <u>2. may be incurred as of</u> <u> </u>, 20 <u> </u>, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u>.</p> <p><input type="checkbox"/> <u>3. were incurred as of</u> <u> </u>, 20 <u> </u>, a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.</p>			
<p>CONTRACT END DATE: Contract performance shall terminate as of <u>May 14, 2017</u>, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.</p>			
<p>CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u>, this Standard Contract Form including the <u>Instructions and Contractor Certifications</u>, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u>, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.</p>			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR:		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:	
X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)		X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: _____		Print Name: <u>Eileen Goldberg</u>	
Print Title: _____		Print Title: <u>Assistant Director</u>	

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions. If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 10991 table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMBUYS, the name of the Contract Manager must be included in the Contract on COMMBUYS.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notices received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the **CONTRACT AMENDMENT** section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

Statewide Contract (OSD or an OSD-designated Department). Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD. Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement. Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract. Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee. Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc Ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) See Amendments, Suspensions, and Termination Policy.)

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. Amendment to Scope or Budget. Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts. Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an Interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee. Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See Vendor File and W-9s Policy.

COMPENSATION

Identify if the Contract is a Rate Contract (with no stated Maximum Obligation) or a Maximum Obligation Contract (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payment is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 29, s. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments (G.L. c. 29, s. 23A); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for all payments under a Contract. Initial grant or contract payments may be accelerated for the first invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c.4, s.9.

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here. A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, s.9.

CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. Rubber stamps, typed or other images are not acceptable. Proof of Contractor signature authorization on a Contractor Authorized Signatory Listing may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the Contractor Authorized Signatory Listing.

Authorizing Signature For Commonwealth/Date: The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". Rubber stamps, typed or other images are not accepted. The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s.12 seven (7) years beginning on the first day after the final payment

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under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 147; G.L. c. 29, s. 29F; G.L. c. 30, s. 39R; G.L. c. 149, s. 27C; G.L. c. 149, s. 44C; G.L. c. 149, s. 148B and G.L. c. 152, s. 25C.

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, Including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under G.L. c. 66A; and the Massachusetts Constitution Article XVIII if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to G.L. c. 29, s. 26, s. 27 and s. 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by G.L. c. 29, s. 9C. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to Intercept pursuant to G.L. c. 7A, s. 3 and 815 CMR 9.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with Federal tax laws; state tax laws including but not limited to G.L. c. 62C; G.L. c. 62C, s. 49A; compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12; TIR 05-11; New Independent Contractor Provisions and applicable TIRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at least 45 days prior to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal

services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 66A and Executive Order 504. The Contractor is required to comply with G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3B.

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 7, s. 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance; child labor laws; AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c. 153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 and the Federal Family and Medical Leave Act.

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act; 42 U.S.C. Sec. 12,101, et seq., the Rehabilitation Act; 29 USC c. 16, s. 794; 29 USC c. 16, s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 9B and 98A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sec. II, Part II, s. 255 (Telecommunication Act); Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 9B and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if qualified through the SBPP COMMBUYS subscription process at www.commbuys.com and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



"other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to G.L. Chapter 29, s. 29A). Contractors must make required disclosures as part of the RFR Response or using the Consultant Contractor Mandatory Submission Form.

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors. Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order, and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed

to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504. Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies"; (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"); (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L. c. 66A.

Executive Orders 523, 524 and 526. Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

Vehicle for Hire Licenses

Request / Agenda:

Harold J. Reynoso and Genesis J. Hernandez, of Central Transportation and Radio Dispatch INC, 63 Park Street, Unit 17C, Andover, are requesting permission to operate a Vehicle for Hire business at 63 Park Street, Unit 17C, with 20 vehicles. The license has been reviewed and approved by the Police Department and would be effective from the date of approval through April 30, 2017.

Motion for Selectmen / License Conditions:

I move that the 20 Vehicle for Hire licenses for Central Transportation and Radio Dispatch INC, 63 Park Street, Unit 17C, Andover be approved as presented with the following conditions: no taxi or livery vehicles to be stored in Andover and that all other requirements of the Town are met prior to issuance.

MEMO FROM THE OFFICE OF THE TOWN CLERK

TO: Board of Selectmen

FROM: Lawrence J. Murphy, Town Clerk

SUBJECT: Poet Laureate Council/Poet Laureate as Special Municipal Employees

DATE: 12/6/2016

CC: Andrew Flanagan, Town Manager

Dear members of the Board,

I respectfully suggest the Board consider designating the members of the Poet Laureate Council and/or the Poet Laureate as Special Municipal Employees. The following is a list of Special Municipal Employee designations.

Andover Special Municipal Employees
Title-Positions:
Andover Housing Authority Members
Andover Housing Partnership Members
Ballardvale Fire Station Building Committee Members
Ballardvale Fire Station Building Committee Members - 2014
Ballardvale Historic District Commission members
Beaver Trapper
Board of Assessors
Board of Health Members
Board of Registrars Members
Cable Advisory Committee Members
Commission on Disabilities Members
Community Preservation Act Task Force Members
Conservation Commission Members
Constables - Civil Process Only
Cornell Fund Trustees
Council on Aging Members
Cultural Council Members
Design Advisory Group Members
Design Review Board Members
Development and Industrial Commission Members
Elderly Tax Aid Committee Members
Election and Town Meeting Poll Workers/Officials

Finance Committee Members
Fishbrook Watershed Advisory Committee Members
Franciscan Housing Overlay District Task Force Members
Game Wardens
Greater Lawrence Community Action Council, Andover Representative
Greater Lawrence Regional School Committee, Andover Representative
Green Advisory Board Members
Housing Trust Fund Board of Trustees Members
Information Technology Advisory Committee Members
Information Technology Committee Members
Inspector of Animals
Lowell Junction Interchange Task Force Members
Main Street Committee Members
Memorial Hall Library Trustees
Merrimack Valley Planning Commission, Andover Representative
Merrimack Valley Regional Transit Authority, Andover Representative
OPEB Advisory Committee
Open Space & Outdoor Recreation Plan Committee Members
Patriotic Holiday Committee Members
Pay-As-You-Throw Committee members
Permanent Town Building Committee
Planning Board Members
Preservation Commission Members
Punchard Free School Trustees
Recycling Committee Members
School Building Committee
School Committee Members
School Councils created pursuant to the Education Reform Act of 1993
School Facilities Task Force Members
School Physician and Dentist
Seach Committee for Interim Superintendent of Schools
Special Town Counsel, All
Spring Grove Cemetery Trustees
Towle Fund Trustees
Town Government Review Committee Members
Town Manager Search Committee
Town Moderator
Town Physician
Town Yard Task Force Members
TRIAD Council Members
Vision 21 Committee Members
Youth Council Members
Zoning Board of Appeals Members



Andover Police Department

Support Services

Traffic Unit

TO: Andrew Flanagan
FROM: Officer Glen Ota, Safety Officer
RE: Traffic Rule Requests
DATE: December 1, 2016
Request 1:

I am requesting a "No Parking Here to Crosswalk" at 89 Main Street (Dunkin Donuts). It is to assist pedestrians in crossing in the crosswalk from the west side of Main Street to the east side. This will also help operators in motor vehicles travelling southbound on Main Street to see pedestrians in the crosswalk.

I have been receiving complaints from pedestrian and motorists concerning the poor sight distance at this crosswalk. This same change was implemented at 23 and 33 Main Street and was very successful. Our department received a lot of positive feedback on those changes.

I am requesting the Board of Selectman review this request for the following addition to Andover's parking regulations:

SCHEDULE 1

Article V, Section 2

Parking

<i>Location</i>	<i>Side</i>	<i>From</i>	<i>To</i>	<i>Type</i>
Main St	West	89 Main	a distance of 20 feet	No Parking Here to Crosswalk